CENTRAL TEXAS COUNCIL OF GOVERNMENTS

CENTRAL TEXAS COUNCIL OF GOVERNMENTS



CLOSED LANDFILL INVENTORY

Representing: Bell, Coryell, Hamilton, Lampasas, Milam, Mills, San Saba Counties



CENTRAL TEXAS COUNCIL OF GOVERNMENTS PLANNING AND REGIONAL SERVICES

550 EAST 2ND AVENUE PHONE: (254) 933-7075 FAX: (254) 939-0885 P.O. BOX 729

BELTON, TEXAS 76513-0729

Resolution 023-04-2002

A Resolution of the Central Texas Council of Governments authorizing the approval of the Closed Landfill Inventory and the adoption of said Inventory as an amendment to the Regional Solid Waste Management Plan

Whereas, the Central Texas Council of Governments was designated by the State of Texas with the responsibility to prepare the Closed Landfill Inventory for its Region encompassing the counties of Bell, Coryell, Hamilton, Lampasas, Milam, Mills, and San Saba, pursuant to §363.064(a)(10) of the Texas Health & Safety Code, as amended by Senate Bill 1447, 76th Legislature, and

Whereas, the Central Texas Council of Governments published due notice in the newspapers of record, throughout its seven county region, prior to the Public Hearing for the Closed Landfill Inventory, which was held on May 25, 2001, and

Whereas, the Central Texas Council of Governments has completed the recommend revisions to the Inventory as submitted to the Central Texas Council of Governments by the Texas Natural Resource Conservation Commission in December of 2001, and

Whereas, the Solid Waste Advisory Committee of the Central Texas Council of Governments has approved and adopted the Inventory in a meeting open to the public on April 19, 2002, now

Therefore Be It Resolved, that the Executive Committee, the governing body of the Central Texas Council of Governments does approve and adopt the Closed Landfill Inventory as an amendment to the Regional Solid Waste Management Plan and authorizes its submittal to the Texas Natural Resource Conservation Commission for approval.

Passed and adopted this 25th day of April, 2002 by the Executive Committee of the Central Texas Council of Governments.

Judge Harlen Barker

April 25, 2002

Date

Attest:

Judge Harlen Barker, President—

Executive Committee

Mayor Jack Calvert—Secretary/Treasurer

CENTRAL TEXAS COUNCIL OF GOVERNMENTS CLOSED LANDFILL INVENTORY

According to the Texas Natural Resource Conservation Commission's (TNRCC) Municipal Solid Waste regulations (31 TAC §330.951), the definition of a closed municipal solid waste landfill is as follows:

A discreet area of land or an excavation that has received only municipal solid waste or municipal solid waste combined with other solid wastes, including but not limited to construction/demolition waste, commercial solid waste, nonhazardous sludge, conditionally exempt small-quantity generator hazardous waste, and industrial solid waste, and that is not a land application unit, surface impoundment, injection well, or waste pit as those terms are now defined by 40 CFR §257.2 (EPA Regulations).

Under §363.064(a)(10) of the Texas Health & Safety Code, as amended by Senate Bill 1447, 76th Texas Legislature, all Councils of Governments are required to compile an inventory of closed municipal solid waste landfill units. Per the statutory provisions, the inventory is to include:

- a. landfill units no longer in operation
- b. the exact boundaries of each former landfill unit or, if the exact boundaries are not known, the best approximation of each unit's boundaries
- c. a map showing the approximate boundaries of each former landfill unit, if the exact boundaries are not known
- d. the current owners of the land on which the former landfill units were located
- e. the current use of the land

In compiling this inventory, the Central Texas Council of Governments (CTCOG) entered into a partnership with the Bell County Network for Education Technology (BellNET) in December of 1999. Working with a grant from the TNRCC and a School-to-Work grant from the Texas Workforce Commission, CTCOG and BellNET set out to establish a multidisciplinary approach to completing the inventory with a goal of finishing the project within the fiscal year 2002 timeframe.

Students from area colleges and universities were recruited by BellNET in June of 2000 to assist in gathering and organizing the landfill data. In exchange for their work, each student was awarded a small scholarship to the institution of their choice. Initial data collection was completed in November of 2000.

The data collection was analyzed and reviewed by CTCOG staff. Based on this data (written and verbal directions, previously drawn maps, deeds, inspection records, etc.), a map depicting each landfill and its boundaries was produced using DOQQ photographs. The site history, ownership information, current land use, and a narrative description of the location of each landfill were also included in the inventory. All maps and supporting information are derived from the best available public records—many times they are only estimations.

No claims are made as to the positional accuracy or completeness of the data or its suitability for a particular purpose. The minimum required components of the inventory, as required by the TNRCC, are listed below.

Once the initial compilation of the Inventory was complete, public meetings were held on May 10, 2001 at the Commissioner's Courtroom in Belton, Texas and on May 17, 2001 at the Commissioner's Courtroom in Lampasas, Texas. No public comment was received at either meeting. A public hearing was held on May 25, 2001 at the Commissioner's Courtroom in Belton, Texas to allow the public one final time of viewing and commenting on the Inventory before being adopted by CTCOG's governing body. No public comment was received.

The initial draft was sent to the TNRCC for comments in June of 2001, and the agency provided a list of recommended changes by December of the same year. These suggested changes were minor in nature and dealt primarily with formatting issues. The final revision of the inventory was complete in April of 2002.

The Solid Waste Advisory Committee met on April 19, 2002 and approved the Inventory and formally adopted the document as an amendment to the Regional Solid Waste Management Plan. The Executive Committee of CTCOG officially accepted this approval on April 25, 2002.

The Inventory is divided by county, however, Fort Hood is further divided into its own section despite the fact that it falls within Bell and Coryell counties. All landfills are in numerical order with the unpermitted sites listed first. Unpermitted sites are identified with a "U" number while permitted sites are identified by a "P" number. Reference attachments are listed chronologically. Please note that some of the Fort Hood site attachments are referenced by three different numbering systems—TNRCC, the Resource Conservation and Recover Act (RCRA), and Fort Hood's own numerical assignment. For example, site U2568 is a TNRCC designation, but the RCRA and Fort Hood numbers for this site are FH-003 and Site 4, respectively. In keeping with the rest of the Inventory, Fort Hood sites were arranged according to the TNRCC designation.

Two Appendices are included in the Inventory. Appendix I consists of landfill sites that were removed from the Inventory. Each of these sites is an unpermitted site with a corresponding permit number. In other words, both a permitted site and an unpermitted site had been found to encompass the same land area. For example, site U441 was found to be the same site as P1139. In all cases, the unpermitted site was removed. The corresponding permitted sited remains listed in the appropriate county.

Appendix II lists landfill sites that were added to the Inventory. These sites have not been documented by the TNRCC and were discovered during the research for this Inventory. Each of these additional sites is located within Fort Hood. A temporary number has been assigned to each site. This number consists of the State assigned COG number (CTCOG is 23), T (for Temporary), and a three digit unit number beginning with 001.

7.0 MINIMUM REQUIRED COMPONENTS OF THE INVENTORY

For the most part, much of the minimum requirements of the closed landfill inventory can probably be completed without additional research (i.e., in most cases, the information collected thus far and provided to the COGs is sufficient to satisfy the basic inventory provisions of the statute, and only needs to be organized and presented in a consistent format). Further, although some of the COGs may intend to utilize geographic information systems, computer aided drawing, and supplemental databases, it is important to note that the approach to completing the inventory does not have to be highly technical or demand significant additional resources.

However, it should also be noted that taking a minimal approach may have drawbacks in the long run, particularly in regard to obtaining sufficient information to fulfill the statutory requirements beyond completing the inventory itself (i.e., notification of certain property owners). In addition, for those sites where little is known or the information available is not verified, the COG may need to consider whether further research or even a site investigation are warranted.

For permitted landfills, the inventory should include all of the landfill units at the permitted facility on one site information form, rather than listing each unit individually. In addition, the landfill units at a permitted landfill facility should not be included on the inventory until the permit for the entire facility has expired or been revoked. Prior to that time, there may be a possibility that the facility could reopen and, in any event, the facility would still be monitored by TNRCC as a permitted site.

Each COG must also evaluate the unpermitted sites listed on the statewide inventory. The COGs may exclude from the regional inventory those sites for which sufficient information is available to positively determine that the site never existed, all materials have subsequently been removed, or the site was misidentified as a closed landfill. All other sites from the statewide inventory should be reflected in the regional inventories.

However, if desired, the COG may list those sites that have been confirmed as closed landfills separate from sites that are suspected but have not been confirmed. This can be accomplished by including the high-confidence sites in one section and lower-confidence sites in another section. In both cases, the site information forms should provide information on the confidence that the COG has in the site designation and location.

Along with the completed inventory, the COG should provide TNRCC with a list of sites from the statewide inventory that were excluded from the regional inventory. For each site, the COG should provide information on why the site was excluded. This information can be submitted using the Database Revision Form provided in Appendix E.

TNRCC will provide the COGs with additional information on recent permit expirations and applications to develop over any closed landfill sites not included in the existing inventory database. These additional sites should be included in the regional inventories. Further, if a COG becomes aware of any additional closed landfill sites through its own research or investigation, the COG must determine the validity of the information and include such additional sites as appropriate in the regional inventory.

The grant contract specifies the mandatory components that must be included in the inventory to satisfy the statutory requirements. These components are outlined below, and explained further in the following subsections.

- Where known, a description of the exact boundaries of former landfill units
- If exact boundaries are not known, a description of the approximate boundaries of the former landfill units
- Where the exact boundaries are not known, include a map of the approximate boundaries of the former landfill units
- If known, the current owners of the land on which the former landfill unit is located
- If known, the current use of the land

7.1 Exact Landfill Unit Boundaries

Where known, the exact location and boundaries of the landfill units must be described. The COG will need to determine whether enough information is available to certify that the exact boundaries have been identified for a particular site. Several instances where it is recommended that the COG consider accepting the information as sufficient to describe the exact boundaries include:

- a. A certified metes and bounds description which has been publicly filed is available, such as found in an affidavit of closure;
- b. Certified engineering drawings and/or other certified surveys of the final landfill site are available in the records; or,
- c. A new survey has been conducted by the COG or other entity, preferably based on actual geographic coordinates.

7.2 Approximate Landfill Unit Boundaries

Where exact landfill unit boundaries are not known, a description of the approximate boundaries must be provided. This description should include as much information as is available to describe the location and boundaries of the site. Reference should be made to major physical and geographic features in relation to the site location. To the extent possible, it is recommended, but not required, that reference be made to the applicable basic land unit numbers (i.e., block, tract, parcel, etc.), as well as any available information on the geographic coordinates of the site and the landfill boundaries.

7.3 <u>Maps</u>

Where the exact location and boundaries are not known, the inventory must include a map of the approximate location and boundaries of the landfill unit. For consistency and overall usefulness of the inventory, it is recommended, but not required, that the inventory also include maps of those landfills where the exact boundaries are known.

In depicting approximate boundaries, showing only the approximate point location of a closed landfill site will not satisfy the mapping requirement. By the same token, nor will an overly broad boundary approximation, such as an entire quadrant of a county, be acceptable (i.e., the approximate boundaries indicated on a map must correlate as much as reasonably possible to the available information on the location of the site). In addition, as directed in the grant contract, all maps should show closed landfill boundaries in relation to identifying physical or geographic features, such as roads, waterways and lakes, rail lines, and/or other features.

For some of the sites, a detailed map of the landfill, based on engineering drawings or a survey, may already be available and can be included in the inventory. In most cases, however, a new map will need to be prepared.

Because a primary purpose of the inventory is to assist landowners and potential property buyers, public officials, and others in locating these sites, the COG should consider indicating on the maps the boundaries and identification numbers of affected land tracts (i.e., basic land units), to the extent that this information is available. Especially where the exact boundaries of a landfill are not known, indicating the basic land unit boundaries and unit numbers on the map may be one way to depict the approximate boundaries of the landfill in a manner that will fulfill the statutory requirement (an example map, using this approach, is provided in Appendix B).

Also, remember that even if exact boundaries are known, such as through a metes and bounds description, it may be difficult to exactly represent that site on a map. For instance, if the beginning geographic coordinates of the survey cannot be verified, the COG may not be able to present the map as "exact," even though a description of the exact boundary is available. For this reason, the maps should be considered as supplemental to the location and boundary descriptions in the inventory (e.g., metes and bounds description). The determination of whether the "exact" boundary of the landfill is known should be based on the location and boundary description and not on the accuracy of a map of the site.

For landfills where boundary lines are available, but cannot be accurately placed on a map, the COG should consider including a dotted line or other method to indicate that the position of those boundary lines is considered accurate within a certain distance or radius. Similarly, where boundary lines are not available, the COG should consider using this approach to indicate the approximate location and boundaries of the site, in relation to geographic and physical features and the boundaries of applicable basic land units (see Appendix B).

In addition to the boundary and geographic information provided on the map, it is important that the maps provide basic reference information. It is recommended that each map include the following or similar information:

- a. Title block, identifying county and landfill number;
- b. Block with map scale, orientation, COG name, and date of preparation;
- c. Sufficient geographic and physical reference features (i.e., roads, streams, political boundaries, etc.);
- c. Closed landfill unit boundaries (note as exact or approximate); and,
- d. Applicable basic land units, such as land tracts and identification numbers (as available).

It is also recommended that explanatory comments and a disclaimer be placed on each map, especially for those showing approximate boundaries. The disclaimer should note the legislative requirements.

If it has been determined that all materials were removed from the site, or that a landfill never existed in that location, it is not necessary to provide a map. However, the inventory form, as described in Section 8.0, should still be provided, stating as such.

7.4 Ownership Information

Per the grant contract, land ownership information will not be required by TNRCC, if this information is not available. However, if this information is not compiled for the inventory, the COG will later need to determine the owners of those tracts where the exact landfill boundaries are available, in order to fulfill the notification requirements of the statute.

In order to find ownership information, the COG will need to first determine the applicable land unit or units corresponding to the geographic coordinates of the site. For each basic land unit, the county appraisal records and/or deed records should show ownership information.

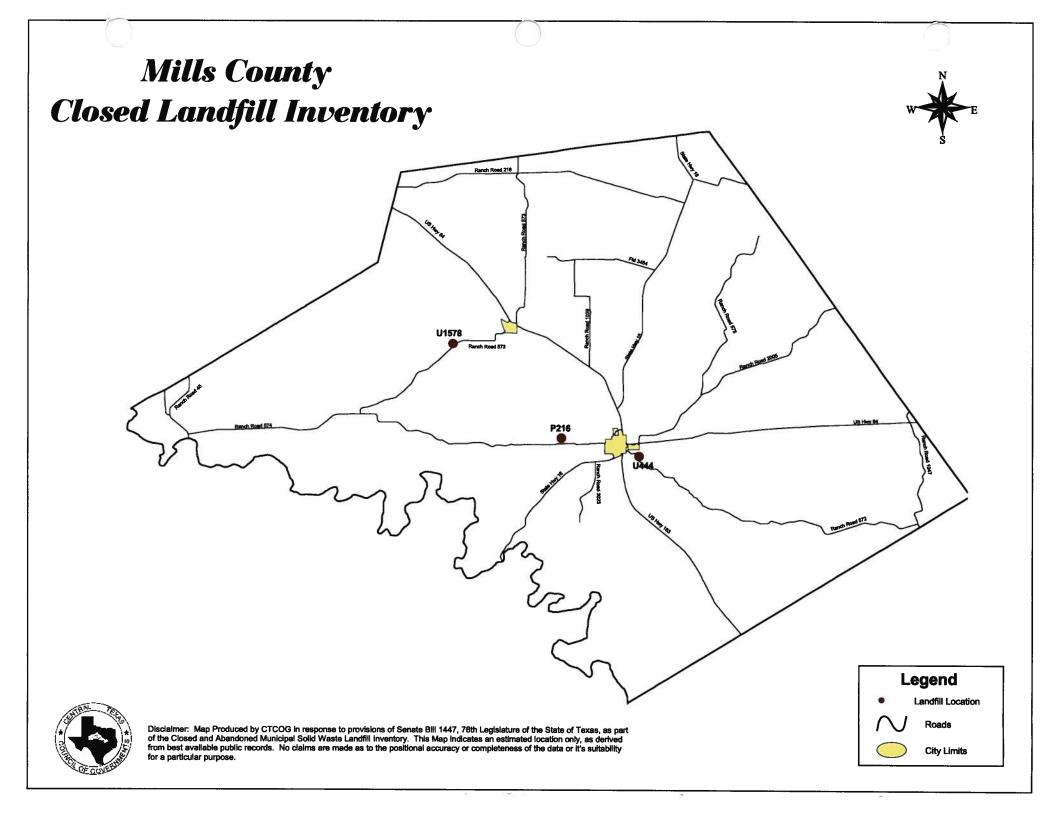
7.5 Land Use

Per the grant contract, land use information will not be required by TNRCC, if this information is not available. However, land use information will be important to any subsequent work by the COG, local governments, or TNRCC to assess the risks posed by particular sites, based on land use.

TNRCC has not established standards for describing the land use for a site. To the extent possible, it may be best to provide land use information in descriptive terms. Several examples are provided below:

- commercial property with two storage warehouses located on the landfill site
- residential neighborhood with approximately 20 houses on the landfill site
- agricultural land, with no structures nearby

The extent to which a full description can be provided depends upon available information. If the COG or its consultant visually inspects the landfill site, or if analysis is done using aerial photos, then more descriptive information may be available. On the other hand, information derived from a local zoning map or land use plan may include reference to the land use designation of the area (i.e., commercial, industrial, residential, etc.).



Closed Landfill Inventory

Central Texas Council of Governments

Site Identification

County Mills Permitted Site Number U444

Location and Boundary

COG Confidence Level 50%

Latitude 31.4442 N Longitude 98.5533 W

Narrative Location Description About 1 mile Southeast off of FM 572, adjacent to CR 306

Boundary Description No deed located

Basic Land Units Tract 950200; Block 5072

Land Use Agriculture

Ownership Information

Current Property Owner(s) City of Goldthwaite

Current Owner(s) Address 1218 Fisher Street; PO Box 450; Goldthwaite, TX 76844

Dates of Ownership
Land Unit
Unknown
Approx. 30 acres

Site History and Current Status

Previous Owner(s)

Dates of Operation

Enforcement History

Types of Waste Disposed

Unknown

1968 – 1972

Unknown

Household Waste

Reference Attachments Contract of Sale Aug. 1997 Field Notes Sept. 1997

Texas Water Commission Landfill Inventory

FUND NUMBER 090449

CONTRACT OF SALE AND PURCHASE VETERANS LAND PROGRAM OF THE STATE OF TEXAS

VLB ACCOUNT NUMBER 700-150195

STATE OF TEXAS COUNTY OF Mills

The Veterans Land Board of the State of Texas has purchased a tract of land described in this contract. The purchase was made under the provisions of Article III, Section 49-b of the Texas Constitution, Natural Resources Code 161.001 et seq., and in accord with the Resolutions and the Rules and Regulations of the

Matthew David Meyer & Anja Meyer of Mills County, Texas, the Buyer(s) in this contract, has met the requirements of the Veterans Land Board of the State of Texas to purchase the land described in this contract, according to the provisions above which are part of this contract for all purposes.

THE FOLLOWING PARTIES MAKE THIS AGREEMENT:

- 1. The Veterans Land Board of the State of Texas, acting by and through its Chairman, agrees to sell and the Buyer(s) agrees to buy the tract of land described in this contract in Mills County, promises made in it are acknowledged as sufficient consideration for the sale and purchase of this tract of land.
- 2. The Board, as seller, and the Buyer(s) both agree that all the conditions, limitations and requirements, as well as all benefits and penalties contained in the statutes and regulations listed above, will be binding on all parties to this contract in the same way as if they were fully recited in this contract.

This contract is subject to any valid easements, rights-of-way, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances and other instruments, other than not limited to any prior reservations in favor of the State of

The total purchase price of the property is THIRTY THOUSAND AND 00/100 DOLLARS*** (\$30,000.00), of which ONE THOUSAND FIVE UNDAID PRICE UNDAID OF TWENTY EIGHT THOUSAND FIVE HUNDRED AND 00/100 EXCEED THIRTY (30) Will be amortized over a period not to Seventy-Five Hundredths Percent (7.75%) per year on all the monthly installments to the Veterans Land Board of the State of month until the toral parviess rive and all inverses are particled to the State of the State of

Texas, at Austin, Texas, on or before the first day of every month until the total purchase price and all interest are paid. The amount of the first (1st) payment shall be calculated by the closing representative according to the information and instructions on the attached payment notice. This payment, which is due and payable on the first day of the month following the closing date, is the interest which shall accrue on the unpaid principal balance from the closing date until said first day of the following month. The amount of TWO HUNDRED FIVE AND 00/100 DOLLARS*** (\$205.00), which includes principal and accrued interest, shall be due and payable on or before the first day of each month thereafter until the total purchase price and all interest have been paid.

All interest and principal that become delinquent will have a penalty interest rate of Nine and Twenty-Five Hundredths Percent (9.25%) per year from the date the payments become delinquent. It is also understood and agreed that the Buyer(s) may pay, or cause to be paid, any or all of the unpaid principal and accrued interest. However, payment of a part of the unpaid principal will not relieve the Buyer(s) from payment of the monthly installments due later, in the amount specified above, until the total purchase price is paid.

In addition to the purchase price, Buyer(s) will pay \$375.00 to the Board to cover administrative costs. Buyer(s)

SHALL pay the entire \$375 administrative cost at or before closing.

X

HAS NOT paid the entire \$375 administrative cost at closing and agrees to pay \$2.69 (which includes interest at 7.75%) per month in addition to the monthly installment described above. If the loan is paid in full before the end of its thirty (30) year term, the remaining balance of this administrative cost must be paid before a deed will be issued.

The tract of land being sold and purchased under this Contract of Sale and Purchase is more particularly described as/in the attached Exhibit "A". There is included herewith an access and utility easement more particularly described in the attached Exhibit "B" if applicable.

4. It is also understood and agreed that if any timber, gravel, sand, rock, chemical, hard metal, or soil of any substance or type, or any other interest or rights in and to the lands, improvements or incidental rights, are sold by the Buyer(s) which would permanently lower the value of the land, at least one-half (1/2) of the net proceeds received from the sale will be paid to the Board. The payment will be applied toward the payment of any unpaid balance or principal due, or any delinquency. An additional portion of the net proceeds will be required as needed to satisfy any delinquencies.

VETERAND LAND PROCESS OF

Payments made in this manner will not relieve the Buyer(s) of his/her regular monthly installment payments or reduce the amount

The Veterans Lana Modes of the Cas State of Topas has purchased a trace of Land described in this confider. The purchase was made under the provisions of A a place of Section for he had the Constitution. Natural Pashuruse Code All pol of her and is added with the Assolution and in which had beard.

A CERTIFIED COPY
Aftiest:
SEULAH L. ROBERTS, County/District Clerk
Mills Gounty, Texas

part of the contract will be effective until the sale has be approved by the Chair n or Acting Chairman of the Veterans La.

The Buyer(s) will have the right to execute mineral leases on the 5. The Buyer(s) will have the right to execute mineral leases on the land described above to the extent the Veterans Land Board of the State of Texas received such right from its Grantor, subject to approval of the Chairman or Acting Chairman of the Veterans Land Board. If any oil, gas or other mineral lease covers all or part of this land on the effective date of this contract, or one is executed at a later date, at least one- half (1/2) of all bonuses, delay rentals or royalties to which the Buyer(s) would be entitled to receive under the lease will be paid directly to the Board by the owner of the lease. The amount will be applied toward the payment of any unpaid principal or delinquencies of the Buyer(s). Such payments will not relieve the Buyer(s) of making the regular monthly installments when due, or reduce the amount of the installments.

So long as the Buyer(s) pays the regular monthly installments due under this contract and is <u>not</u> delinquent in making payments, the remaining one-half (1/2) of lease monies to which Buyer(s) would be entitled to receive under the lease will be paid to the Buyer(s) or to his/her credit by the lease owner. If the Buyer(s) becomes delinquent in making monthly installment payments as stated in this contract, the lease owner may be notified of the delinquency in writing by the Board. The lease owner then must pay directly to the Board the part of the bonuses, delay rentals or royalties that would otherwise be paid to the Buyer(s). Such money will be applied by the Board to reduce the existing delinquency of the Buyer(s).

- Buyer(s) may grant easements or rights of way across the land, subject to the Board's approval. Any and all monies received in consideration of such grants of easement must be forwarded to the Board. Upon request, and if Buyer's account is not delinquent, a portion of these funds may be refunded to the Buyer(s). In any event, the Board will retain at least one-half (1/2) of the amount received for such easements. 6.
- The Buyer(s) agrees to prevent encroachment on the land being purchased. The Buyer(s) also agrees to prevent any waste on the land, to protect the rights of the Board as purchaser of the land and to keep all improvements insured at all times (whether the buildings are occupied or not) in the amounts specified by the Board. The insurance policy shall be written in the name of the Buyer(s) with loss payable to the Board, or have a mortgage clause to the Board to the extent of its interest in the land. The original insurance policy must be filed with the Buyer's Contract in the General Land Office at Austin, Texas.
- (a) The Buyer(s) may not under any circumstances voluntarily transfer or sell ANY INTEREST WHATSOEVER IN THIS CONTRACT, without first obtaining the WRITTEN approval of the Veterans Land Board of the State of Texas. This includes a lease or other transaction, the net effect of which is a present transfer of an 8.

A CERTIFIED COPY

Attest: 1-5-Zoce

BEULAH L. ROBERTS, County/District Clerk

Mills County, Texas

By BLC

Deputy

and to establish with the second of the seco

interest in the contract. The Board's approval will be conditioned upon satisfaction of all its written instructions.

- (b) The Board will not approve a transfer of this contract in which the Buyer(s) reserves any interest in the contract or the property, or secures any portion of the consideration for the transfer with an interest in the contract or the property. This includes, but is not limited to, a reservation of all or part of the mineral estate or a lien.
- (c) If the Buyer(s) entered into this contract as a Texas Veteran, this contract may not be transferred or assumed during the three (3) years following the effective date, unless the Veteran dies, becomes financially incapacitated, or there is an involuntary transfer by court order or proceedings involving bankruptcy, sheriff or trustee sale, or divorce. The requirements of this paragraph (8c) do not apply to contracts entered into by non-Veterans.
- (d) Nothing in this contract shall be interpreted to prevent the Buyer(s) from conveying, selling, or agreeing to sell in the future, the property described in this contract at any time after first paying in full the entire indebtedness due the Board.
- Evidence that all taxes for the previous year have been paid in full must be furnished to the Board on or before the first of May 9. of each year that this contract is in effect.
- It is fully understood by the Buyer(s) that he/she or any of his/her assignees are jointly and separately liable for any and all monies due under this Contract of Sale and Purchase, and that the Buyer(s) is/are primarily liable for such payments. If it becomes necessary at any time for the Board to forfeit this contract, the Board may collect from the Buyer(s), or his/her assignees, or both, the full amount of delinquent installments, interest and other penalties that may be due at the time of forfeiture. 10. forfeiture.
- When the entire indebtedness due from the Buyer(s) under this contract is paid, the Board agrees to execute a deed, under its official seal, to the original purchaser of the land, or to the last assignee whose assignment has been approved by the Board. The Buyer(s) shall pay a fee for the issuance of the deed as prescribed in the rules of the Board which shall be in effect at the time the deed is to be issued.
- It is also agreed and understood that if a patented survey contains excess acreage and any portion of it has been included in this contract, or that unsurveyed school land is within the boundaries of the land, the Board by executing this contract, or any deed pursuant to it, does not grant, sell or convey any right, title or interest in the excess or unsurveyed school land to the Buyer(s), his/her heirs or assigns.
- 13. The failure of the Buyer(s) to comply with the terms of this contract, or with any of the provisions of the statues or regulations referred to above, will subject this contract to

vacate the property and surrender possession to the board whin 45 days of the otice of Forfeiture. Upon forfeiture, a landlord-tenant relationship arises between the Buyer(s) and the Board, and upon failure to vacate, Buyer(s) becomes a tenant at sufferance subject to legal action by the Attorney General. The Board is entitled to recover from Buyer(s) reasonable and necessary attorney's fees for such legal action. Pursuing any one of several remedies shall not constitute an election of remedies.

This contract is effective as of the date the Buyer's signature is acknowledged.

VETERANS LAND BOARD OF THE STATE OF TEXAS

(PURCHASER)

Moore

ist. Exec. Secretary

Matthew David Meyer

PO Box 648

Goldthwaite, TX 76844-0648

Sup Heyer Anja Meyer CO-BUYER (If shown on page 1)

SINGLE ACKNOWLEDGEMENT

STATE OF TEXAS COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally copeared Paul E. Moore, Asst Executive Secretary, Veterans Land Board the State of Texas, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 26th day of

OLIVIA GRANADO NOTARY PUBLIC State of Texas Comm. Exp. 02-06-99

PUBLIC, State of Texas

A CERTIFIED COPY

Attest: 7 County/District Clerk

Mills County, Texas

STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared <u>Matthew David Meyer</u> & <u>Anja Meyer</u>, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he\she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of

deys of the Carde of Forfeiths. Upon forfeithe Doard wolf of the June of the Doard wolf of the Indian tender the Carde of Forfeithes. Upon forfeither Dender of the Edwarf of the Edwarf of the Edwarf of the Carde o

NOTARY PUBLIC, State of Texas

TOM F. DUREN
NOTARY PUBLIC
STATE OF TEXAS
My Commission Expires 8-31-2000

BEXAT' to BURNE, STEELS OF TEXAS

MEYERS MILLS CO. FIELD NOTES, 36.032 ACRE TRACT E.T.R.R. CO. SURVEY NO. 53, A-232 DEED RECORDED AT VOL 214 PG 110 DEED RECORDS OF MILLS COUNTY

FN 97091-1 AUGUST 11, 1997

FIELD NOTE DESCRIPTION OF 30.032 ACRE TRACT OF LAND FIELD NOTE DESCRIPTION OF 30.032 ACRE TRACT OF LAND LYING AND BEING SITUATED IN MILLS COUNTY, TEXAS, AND BEING OUT OF AND PART OF THE E.T.R.R. CO. SURVEY NO. 53, ABSTRACT NO. 232, SAID 30.032 ACRE TRACT BEING ALSO THE SAME IDENTICAL TRACT CONVEYED FROM ARMANDO CASTILLO AND WIFE VICENTA CASTILLO TO MICHAEL V. WILLIAMS AND WIFE DARLA A. WILLIAMS BY DEED DATED OF THE MILLS COUNTY DEED RECORDS, SAID 30.032 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a pipe corner post in the East line of the E.T.R.R. Co. Survey No. 53, Abstract No. 232 which is 264.0 feet N 00°54' E of the Southeast corner of said survey for the Northeast corner of a 2.30 acre tract of land conveyed from the City of Goldthwaite to W.A. Cline by deed dated October 15, 1979 and recorded at Volume 160 Page 695 of the Mills County Deed Records and the Southeast corner bereat: and the Southeast corner hereof;

THENCE, N 86°20'46" W, 490.28 feet to a pipe corner post in the East line of F.M. Highway No. 572 for the Northwest corner of said 2.30 acre tract and the Southwest corner hereof;

THENCE, N 23°02'30" W, 217.28 feet to a 5" pipe fence post for angle point and N 09°11'58" W, 1741.75 feet to a 5" pipe corner post at the intersection of F.M. Highway No. 572 and County Road No. 146 for the Northwest corner hereof;

THENCE, S 85°13'34" E, 392.52 feet to a 5" pipe fence post for angle point and S 71°54'37" E, 514.68 feet to an iron rod found at the base of an old corner post in the South line of said county road for the Northwest corner of a tract of land conveyed from W.O. Holland and wife Ethel Holland to W.A. Cline by deed dated September 23, 1929 and recorded at Volume 67 Page 543 of the Mills County Deed Records and the Northwest corner bereaft. County Deed Records and the Northeast corner hereof;

THENCE, S 00°54'00" W (Bearing Basis), 1758.28 feet to the POINT OF BEGINNING and calculated to contain therein 30.032 acres of land as surveyed on the ground June 27, 1997.

The undersigned does hereby certify that this survey was this day made on the ground of the property legally described herein and to my knowledge is correct, and that there are no discrepancies, conflicts, shortages in area, boundary line conflicts, encroachments, overlapping of improvements, easements or rights of way, except as described herein and/or shown on the attached sketch, and that said property has access to and from a dedicated roadway. There are no FEMA flood plain maps available for this community.

Tury A Hada Larry G. Hada, R.P.L.S. State of Texas No. 2153



EXHIBIT A

Job . No . 97091-1

BY

HADA ENGINEERING AND SURVEYING HC 63 BOX 44A MULLIN, TX 76864

THE LOW COLORS OF SOLUZIE ACRES MIE 8-21-97

CLERK'S NOTICE: ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIB REAL PROPERTY BECAUSE OF COLOR OR RACE, IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

STATE OF TEXAS

O'CLOCK

ON THE 4 DAY OF Sen

A.D., 19

COUNTY CLERK, MILLS CO., TEXAS

Deu

226

RECORDED

COUNTY OF MILLS

I hereby certify that this Instrument was Fil.

and at the time stamped hereon by me
RECORDED in the Volume and Page of the F
Mills County, Texas.

DEPUTY

0444

TEXAS WATER COMMISSION

Closed/Abandoned Landfill Inventory

					Date:	
Name of Site	1) 90	10 thwo	aite 2)			
County Mil	115	District	03	River Basin	sam I	
Location ' /	mox 1	1 mi	`5E	1941	FM 5	72
Latitude		Longitude			_ Code	11
					SE Corner	Y/N
Aerial Photo Series		Name Num. Code) = =			·
7.5" Topographic Series		Name Num. Code	9			
ATIONAL INFORMAT	TION		*			
ATIONAL INFORMAT Current Property Ow	ner Address	a ity	A Moi	Othwa,	te Code	<u> </u>
Current Property Ow	ner					
	Address Telephone	to	4 DOI - EK	Size		acres/cu. yds
Current Property Ow Dates of Operation	Address Telephone	to	2)(<	Size		acres/cu. yds
Current Property Ow Dates of Operation	Address Telephone	to	2)(<	Size		acres/cu. yds
Current Property Ow Dates of Operation Parties That Utilized	Address Telephone 2/C Site	to	U (<	Size		acres/cu. yds (circle one)

TEXAS WATER COMMISSION

Closed/Abandoned Landfill Inventory

age 3	Site Name:	0/0/thwaite	, mills	Date:	
OTHER INFOR	RMATION				
Aquifer	Recharge Zone	Y/N Aq	uifer	9 - 2	
Inspecti	on Record				
-		•			
		No		* —	
		9-6 I-E			
-	•			din	
		- · · · · ·	*	11	
V			BALL	gmud &	
	,		W. J. Sangarania		_
					_
Commer	nts J. Pentid	Gedin 19	68 Sun	ven	
			La Track		
	Ang.		I and the same	10 *	_
	,	umi?	in sid	er til er eg	72
					_
ye7					T _i II
					-

Closed Landfill Inventory

Central Texas Council of Governments

Site Identification

County Mills
Permitted Site Number U1578

Location and Boundary

COG Confidence Level 25%
Latitude 31.5407 N
Longitude 98.7148 W

Narrative Location Description 2.25 miles west on FM 573

Boundary Description No Deed Located

Basic Land Units Tract 950100, Block 2094

Land Use Vacant or Agriculture

Ownership Information

Current Property Owner(s)

Current Owner(s) Address

Dates of Ownership

Land Unit

Unknown

Unknown

Unknown

Site History and Current Status

Previous Owner(s) Unknown
Dates of Operation Unknown
Enforcement History Unknown
Types of Waste Disposed Unknown

Reference Attachments

None

EXHIBIT 1

Description of Property

Closed Landfill Inventory

Central Texas Council of Governments

Site Identification

County

Mills P216

50%

Permitted Site Number

Location and Boundary COG Confidence Level

Latitude

31.4646 N

Longitude

Narrative Location Description

98.6165 W

Boundary Description

1 mile down FM 574, east of Williams Ranch Road See Deed

Basic Land Units

Tract 950200, Block 5029

Land Use

Vacant or Agriculture

Ownership Information

Current Property Owner(s)

City of Goldthwaite

Current Owner(s) Address

P.O. Box 450; Goldthwaite, Texas 76844

Dates of Ownership

12/04/72 - Present

Land Unit

20 acres

Site History and Current Status

Previous Owner(s)

Edgar and Helen McGuire

Dates of Operation

11/01/73 to 05/03/91

Enforcement History

Unknown

Types of Waste Disposed

Household Waste (Goldthwaite Landfill)

Reference Attachments

Deed Dec. 1972

Cash Warranty Deed March 1996

Comments:

Same as U1579

THE STATE OF TEXAS	*
COUNTY OF MILLS	to see at we would being to news 974
	KNOW ALL MEN BY THESE PRESENTS: THAT
we, Edgar McGuire a	nd wife, Helen McGuire
bus aston Ke	Mulle, Helen McGuire
cash to Thousand Five	of the County of Mills, in the State of the County of Mills, in the
acknowledged and the furth	and paid by and Five and no 100
der tall promissory notes of eve	n-determine of the sum-of the page in the region of the page in the page in the sum of the page in the sum of the sum of the page in the sum of the sum of the page in the sum of the sum o
the CITY OF GOLDENAR	of the County of Mills, in the State aforesaid, for and in consideration of the sum Hundred and Five and no/100— the rescipt of which is hered by the rescipt of which is hered in the sum of the sum of the sum of the rescipt of which is hered in the rescipt of whi
the receipt of all o	of which
further	mitten is hereby acknowledged and
considerations ideration	of which is hereby acknowledged and confessed; and the n of the said City of Goldthwaite taking the land and eyed and described subject to
premises herein	eyed and described subject to the reservation of pos-
Holeth conve	eyed and described out
and a state over hour constru	babject to the reservation of
acornes, both principal	per cent interest per annum from date, until paid, interest payable annually as it cent per annum from date, until paid, interest payable annually as it cent per annum from maturity thereof until paid, and an past due interest, or any installment of interest, or of them, or any or them and each of said notes reciting of them, or any or them and each of said notes reciting of them, or any or them and each of said notes reciting the payable and the said notes and said notes and said notes and said motes and said notes and said motes and said
installments, to pear and int	argst /payable/ at/ gidlathardite/ Arm date, until paid interest
notes ditte to pay said note! of	cent per annum from maturity thereof with Peras, and all dash fire annually as it
in the payment the roof at the holder	erest hayable at coldthwalte. Mills County, Texas, and All hast due annually as it centrer annual from maturity thereof until paid, and each of said notes reciting of them, of any of them, and each of said notes reciting it, or of any installment owing thereon, when due, shall mature all said to, or suit is brought thereon, when due, shall mature all said to, or suit is brought thereon, then and each of said notes providing that it default is made in the suit is brought thereon, then an additionally and the same is placed in the
hands of an attorney for coverted	ty, or of any installment owing thereon of said notes providing that it installment all said
be under to the amount then ow	ing thereon as collection then any additional and the same is placed in the
socal result valued bi	Any matchinent/of/principal/or interest/thereon, when of said notes reciting of them, or any of them and leach of said notes reciting ity, or of any installment owing thereon, when due, and the said notes providing that it default is made ing thereon as collection fees. The thereon as collection fees.
session and the reserv	vation of a manual
in on and und	vation of a portion of the oil, gas and other mineral
, and under said	land hereinafter set forth and contained in this
deed;	set forth and contained in this
dresalor has h	Mari Ciril 10 jecept 1 , irvinati - 12-6-6-6-6
of f. H. Highway	months with the observations of
and Saca Foot	
yd bertelg am b	ASSAUR DURNING UN DE LA SAME AND
w ENGL	pergased viloung office acker eds
PETALBOR GLANGER	DESTRUCTIVE as a color being dented line S
- OLTER HOLDS	on alge to denies H I salv set 176 years H T
accomplete dilling	and by these presents do Grant, Sell and Convey unto the said CITY OF and being situated in Many of Mills and State of Towns.
ave Granted Sold and	wait no mel-bod bise diffessi i signiz as emil
TDTHEAT THE	and by these presents do Grent Gall
ract or parcel of land land	1 corporation of the G
-wit: and lying a	and by these presents do Grant, Sell and Convey unto the said CITY OF L Corporation of the County of Mills and State of Texas, all that certain and being situated in Mills County, Texas, and known and described as follows,
Manageria Bush sub its	and known and described as follows,
areq sint to not W M s	the related to be some the past of the source of the sourc
el Jada bell y Halli	The To Table I have been a series and the series of
atming a of AVS year	Taranti refest nort koel Of bus of fellenn Danet fiel V V va pel O E zakov valos Cla
moltanta emil della	the many factor are at the fact to be forward to be and the
	w toma do forde Eacher E CO- year RE M. HOTO AC
or A.M. Mer War Te	Avenue was read a revision and the first think the first the first that the first the
TO THE REAL PROPERTY OF THE	reserve here to not 2010 ent to the fine
one (shimidae fo	THENCE SALE OF THE STATE OF THE POST
and the April Killiam Ti	TO MENT THE TOTAL COMMENDED TO THE STATE OF THE STREET
Remark Co. 1	#1214(2012) - 1212 - 1212 - 1212 - 1212 - 1212 - 1212 - 1213 - 1213 - 1213 - 1213 - 1213 - 1213 - 1213 - 1213
CLART TO HITAUR BAS 6	of warper from a military and all the form of the contract of
a Se a car the deed	ten is united at her topic and a tok battale.
	TO SECURE
EVECTOR HA . PERSONAL PROPERTY	
NO THE MINERALS IN, ON	Figure 1974 and a personal set there are a transfer and a personal state of the set of t
LEGISTER SET WIND	Danierr and Talketrebulli, are propositive fallor property within a week,

A CERTIFIED COPY
Atlesti. 25 0-3
BEULAH L. HOBERTS Gounty/District Clerk
Mills Geurity, Texas

Deputy

Deputy

170 acres of land, more or less, out of Blocks Numbers Forty eight (48), Forty Nine (49), Forty Three (43), and Forty Two (42), of CALDWELL COUNTY SCHOOL LAND SURVEY NO. ONE, in Mills County, Texas, described by metes and bounds as follows:-

BEGINNING on the North side of the Goldthwaite and Regency Public Road, for the Southeast Corner of this tract and the Southwest corner of the Lochaby 70 acre tract;

THENCE with the North side of said road at 747 vrs passing the Southeast Corner of a 100 acre tract, going in all 1275 varas to the original Southwest corner of said 100 acre tract, for the Southwest corner of this tract;

THENCE North with fence, as it now stands, 752.7 vrs to a point in said fence line, for corner, the same being the 752.7 vrs to Northwest corner of this 170 acre tract;

THENCE East 1275 varas to a point in the West line of the said 70 acre Lochaby tract for corner, the same being the Northeast corner of this 170 acre tract;

THENCE South with the West line of the said Lochaby tract, 752.7 vrs to the PLACE OF BEGINNING, and being the same land and premises as that described and conveyed in a deed dated Nov. 28, 1942, from Mrs. Pearl McClary, a widow, to Harry Palmer, recorded in Volume 88 page 435 of the deed records of Mills County, Texas.

L-E-S-S: HOWEVER, A PARCEL OF LAND along and adjacent to and inside the R.O.W. Lines of F.M. Highway No. 5 7 4, of variable width, and 3552 Feet in Length, as surveyed, staked and platted by the TEXAS STATE HIGHWAY DEPARTMENT.

BEGINNING at a point being Center line Station 126+13 F M Highway 574 for the S E Corner of this parcel;

THENCE S 89 deg -23' W, 875.9 feet, on and with said Center line to Station 134+88.9 said Station on 134+88.9 being the angle poin

line to Station 134+88.9 said Station on 134+88.9 being the angle poin of an angle point of angle of 0 deg -09 min to the left; THENCE S 89 degs -14! W, 2676 feet on and with said Center line to Station 161+65 for the W Corner of this parcel;

THENCE N 0 deg -46! W, 30 feet to a point in the West property line of the Harry Palmer tract of land for the N W Cor of this parcel;

THENCE N 89 deg -14! E 2676.1 feet on and with a line that is parallel to and 30 feet from Center line of F M Hwy 574 to a point, said point being N 0 deg 46! W 30 feet from Center line station 154+88.9:

134+88.9; THENCE N 89 deg -23 E 875.9 feet on and with a line that is parallel to and 30 feet from the Center line of F M Hwy 574 to a point for the N E Cor of this parcel;

THENCE S O deg -37' E 30 feet to the POINT OF BEGINNING, and

containing 2.55 ACRES OF LAND, MORE OR LESS, OF WHICH 0.92 acres is in R.O.W. of the PRESENT COUNTY ROAD, LEAVING 1.65 acres conveyed by deed from Harry Palmer and wife to the STATE OF TEXAS

dated Nov. 21,1946, recorded in Volume 78 page 92, of the deed records of Mills County, Texas.

THERE IS RESERVED AND EXCEPTED FROM THIS CONVEYANCE: AN UNDIVIDED ONE—HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS IN, ON AND UNDER THE LAND AND PREMISES HEREINABOVE DESCRIBED, RESERVED BY MRS.

PEARL MCCLARY IN THE ABOVE MENTIONED DEED.

(The above land and premises being the same as conveyed by Harry Palmer and wife to J.J. and J.M. Nixon in a deed recorded in Volume 105 page 146, deed records Mills County, Texas, and in a deed from J.J. Nixon, a widower, to J.M. NIXON dated Jan. 19th, 1966, recorded in Volume 129 page 201, deed records of Mills County, Texas)

> A CERTIFIED COPY ATTEST:
> BEULAH L. ROBERTS, County/District Clerk Mills County, Texas Deputy

(Being the same land and premises as conveyed by J.M. NIXON and wife EVA NIXON to EDGAR McGUIRE & wife HELEN McGUIRE, in a deed dated May 31, 1968, recorded in Volume 131 page 515 of the deed records of Mills County, Texas, to which said deed and the record thereof reference is here made for all legal purposes) 10

The grantors herein expressly reserve the right to use the residence on said above described land as their home until June 1, 1973 at which time said grantors agree to deliver peaceable possession thereof to the grantee herein; the grantors also reserve the remainder of said land and premises hereinabove described and hereby conveyed, for thirty days from the date of the delivery of this deed, at the end of such 30 day period the grantors agree to deliver possession of that part of said land reserved for such 30 day period of time to the said grantee herein peaceably.

To Have and to Hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said CITY OF GOLDTHWAITE, a municipal corporation, its successors and tion, its successors and heirs, executors and and assigns forever. And WO do hereby bind OUTSOLVOS, OUR administrators to Warrant and forever Defend, all and singular, the said premises unto the said CITY OF GOLDTHWAITE, a municipal corporation, is successors beirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. A. D. 19 72. day of DECEMBER, this witness our hand S.

les Helen McGuire

O-WHE STATE OF TEXAS COUNTY OF MILLS

Before me, the undersigned authority, on this day personally appeared Edgar McGuire

known to me for he the person whose name 1S subscribed to the foregoing instrument and acknowledged to me that he received the same for the purposes and consideration therein expressed.

day of A.D.19 72. December Given under my hand and seal of office this 4 thNotary Public, Mills County, Texas. Deen SEAL Ollie Lee May

HE STATE OF TEXAS COUNTY OF MILLS

Before me, the undersigned authority, on this day personally appeared

Helen McGuire to mo that she executed the same acknowledged-such instrument to be her-act and deal, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retroot it.

A. D. 19 72. December day of Civen under my hand and seal of office, this 4th Jay SEAL. 100 0 Notary Public, Mills County, 2003s. Ollie Lee May

4 000

Filed for record the 4th day of December, A.D. 1972, at 3:15 P.M.

Recorded the 4th day of December, A.D. 1972, at 3:30 P.M.

ACENTIFIED COPY

Allest

ACENTIFIED COPY

AREA

ACENTIFIED COPY

ACENT

Mills County, Texas

BYBLR

Date: March 16, 1996

Grantor: KURT S. SINGLETON;

BONNIE SINGLETON DAVIS;

PEGGIE SINGLETON RIPLEY;

BETTY SINGLETON VESSELS; and

MELBA JO SINGLETON STACY

Grantor's Mailing Address (including county):

KURT S. SINGLETON
1000 Hwy 377
P. O. Box 63
Blanket, Texas 76432
Brown County

BONNIE SINGLETON DAVIS RT, 1, BOX 257 Mullin, Texas 76864 Mills County

PEGGIE SINGLETON RIPLEY RT, 2, BOX 77 McGregor, Texas 76657 McLennan County

BETTY SINGLETON VESSELS 105 North 31st Street Gatesville, Texas 76528 Coryell County

MELBA JO SINGLETON STACY P. O. Box 548 Goldthwaite, Texas Mills County

NOVIDO DOLLARS and other good and valuable

Granton: KURT S. SINGLETON:

BONNIE SINGLETON DA VIS.

PEGGIE SINGLETON RIPLEY:

BETTY SINGLETON VESSELS; and

MELBA JO SINGLETON STACY

Grantor's Mailing Address (including country

KURT S. SINGLETON 1000 Hwy 377 P. O. Box 63 Blanket, Texas 76432 Record County

BONNIE SIMGLETON DAVE RT, 1, BOX 257 Mullie, Texas 76864 Mills County

PEGGIE SINGLETON WPLEY RT, 2, BOX 77 McGregor, Texas 76557 McLennan Comm

BETTY SINGLETON VESSELS 105 North 31st Street Gatesville, Texas 76528 Coryell County

MELEA JO SINGI ET ON STATE. O. BOX SAD GOldthwalte, Texas

Grantee: NOBLE LEE SINGLETON, as his sole and separate property and estate

Grantee's Mailing Address (including County):

NOBLE LEE SINGLETON
P. O. Box 116
Mullin, Texas 76864
Mills County

Consideration. all of which was paid out of the sole and separate property and estate of

Grantee, and the receipt of all of which is hereby acknowledged, and for the payment of which no lien, either express, or implied, is hereby retained.

Property (including any improvements):

Being all of Grantors' right, title and interest, which Grantor's warrant to be not less than an undivided 5/6th interest in and to:

acres out of the NE 1/4 OF SECTION 6, T. & N. O. RAILROAD COMPANY, patented to J. F. DUNCAN, ABSTRACT NUMBER 202, and the remaining 1.65 acres is out of the SECTION 5, T. & N. O. RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 667, and being part of the land that is described in a deed from E. T. Singleton to Ferrell Lafon Singleton and Gladys Estelletta Singleton, recorded in Volume 141 at Page 380, Deed Records of Mills County, Texas, and being part of a 101.22 acre tract of land, surveyed by Thomas B. King, on May 5, 1980, Plat recorded in Volume 162 at Page 213, said Deed Records, and further described as follows;

BEGINNING, at a ½ inch iron rod set in a fence on the East line of said 101.22 acre tract, and being in the West line of a 37.144 acre tract of land that is described in a deed to Julious Lee Singleton, et ux, recorded in Volume 14! at Page 907, said Deed Records, and being in the East line of said Duncan Survey and the West line of the Charles Giesecke Survey 19, A-280, from which a ½ inch iron rod set in a fence corner at the Southwest corner of said Survey 19 bears S 00 degrees 24' 03 " W 1 153.04 feet, for the Southeast corner of this tract;

THENCE, S 67 degrees 02' 58" W 856.98 feet, crossing said 101.22 acre tract, to a ½ inch iron rod set at the Northeast corner of an 8.348 acre tract of land that is described in a deed to Kurt S. Singleton, et al, recorded in Volume 162 at Page 804, said Deed Records, for a corner of this tract;

THENCE, with the dim remains of a very old fence line along the North line of said 8.348 acre tract, as follows, N 64 degrees 44' 43" W 247.61 feet, to a nail found in a 28 inch Live Oak tree and N 52 degrees 10' 49" W 30.49 feet, to a ½ inch iron rod set in the Southeast Right of Way line of FM Highway 573, for a corner of this tract;

THENCE, with said Right of Way line as follows, with the Arc of a curve to the Left that

A CERTIFIED COPY
Attest: 7 200
BEULAH L. ROBERTS, County/Districe
Mills County, Texas
By BUL

nas a Kadius of 2452.25 feet, an Arc distance of 603.66 feet, and subtended by a chord of N 34 degrees 21' 46" E 602.13 feet, to a ½ h iron rod set, N 27 degrees 18' 38" E 212.80 feet, to a ½ inch iron rod set, with the arc of a curve to the Right that has a Radius of 1135.70 feet, an Arc distance of 743.29 feet, and subtended by a chord of N 46 degrees 03' 35" E 730.09 feet, to a ½ inch iron rod set, and N 64 degrees 48' 33 " E 89.98 feet, to a ½ inch iron rod set, and being in the East line of said Section 5 and the West line of said Survey 19, for the Northeast corner of this tract;

THENCE, S OO degrees 24' O3 " W 1021.48 feet, with the East line of said Section 5 and Section 6, and the West line of said Survey 19, part way with a fence, to the point of beginning and containing 16.860 acres of land, as surveyed by Roy Pfingsten, Registered Professional Land Surveyor No. 4405 of Texas-Survey dated December 11, 1995.

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for the current and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

No Grantor herein is joined by a spouse because the herein conveyed real property is now and always has been the sole and separate property and estate of the Grantors and forms no part of any property owned used or claimed by any Grantor and their spouse as his or her.

homestead. The said Kurt S. Single and Bonnie Singleton Davis are both single persons on the date this Deed is signed by them. The other Grantors, Peggie Singleton Ripley, Betty Singleton Vessels and Melba Jo Singleton Stacy are married, but are dealing in their sole and separate property and estates.

When the context requires, singular nouns and pronouns include the plural.

STATE OF TEXAS

STATE OF TEXAS

COUNTY OF MILLS

SINGLETON DAVIS.

SINGLETON.

COUNTY OF MILLS

PATTY SUTHERLAND

PATTY SUTHERLAND

ACKNOWLEDGMENT This instrument was acknowledged before me on 16th _, 1996, by KURT S. Notary Public, State of Texas **ACKNOWLEDGMENT** This instrument was acknowledged before me on March 16, 1996, by BONNIE Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF MILLS

§

This instrument was acknowledged before me on March 16, 1996, by PEGGIE SINGLETON RIPLEY.

PATTY SUTHERLAND

Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF MILLS

This instrument was acknowledged before me on Mach 16, 1996, by BETTY SINGLETON VESSELS.



PATTY SUTHERLAND

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF MILLS

THIS instrument was acknowledged before me on March 16th, 1996, by Melba Jo

Singleton Stacy.



Notary Public, State of Texas

AFTER RECORDING RETURN TO: Gilliam, Cockrum & Duren P. O. Box 160 Goldthwaite, Texas 76844

iled for record the 18th day of March, A.D. 1996, at 11:00 A.M.

Recorded the 18th day of March, A.D. 1996, at 4:45 P.M.

County Clerk, Mills County, Texas

Sites Removed From Inventory

Closed Municipal Solid Waste Inventory Database Revision Form

COG Name: Central Texas Council of Governments

Date: July 9, 2002

Site Number*		Revision k One)			
	Data Change	New Data	County	Data	Reason for Revision
U1579	X		Mills County	U1579 is being removed from Inventory	Site U1579 is the same as site P216. P216 can be found under Mills County in the Inventory
- 4					

^{*} For previously unidentified sites, please assign temporary site numbers in the form of: COG code/T (for temporary)/three-digit unit number (beginning with 001). For example, 18T001, 18T002, 18T003, etc. In administering the statewide database, TNRCC will subsequently assign permanent tracking numbers.

Closed Landfill Inventory

Central Texas Council of Governments

Site Identification

County Mills
Permitted Site Number U1579

Location and Boundary

COG Confidence Level 50%

Latitude 31.4593 N Longitude 98.6206 W

Narrative Location Description 1 mile down FM 574, east of Williams Ranch Road

Boundary Description See Deed

Basic Land Units Tract 950200, Block 5029

Land Use Vacant or Agriculture

Ownership Information

Current Property Owner(s)

Current Owner(s) Address

Dates of Ownership

Noble Lee Singleton

PO Box 116; Mullin, TX

March 16, 1990 – Present

Land Unit

Site History and Current Status

Previous Owner(s) Kurt S. Singleton
Dates of Operation 1972 – 1991
Enforcement History Unknown
Types of Waste Disposed Unknown

Reference Attachments

Deed Dec. 1972 Cash Warranty Deed March 1996

Comments:

Same as site P216

THEN TO ACTO LOCKETS OF MANY DESIGNATION OF THE PROPERTY OF TH

The beginning

3			N. Street	
THE STATE OF TEX	4			
COUNTY OF MI		ALI, Men		
We. Edge	7	ALL MEN BY THESE PRESE	NTS: THAT	
, Hagar, WCCh	ure and wife. H	elen tra		
Fifty Thousand	Of the Count	oron McGuire		
cash to us no soknowledged, and the certain promises	Five Hundred and in hand paid by	of Mills, in the State aforesaid of Five and no/100- of-the-sum-of	l, for and in consideratio	n of the sum
the CITY OF GO	LDTHWA Times	res follows: to wit: licipal corporation, hereby acknowledge	the rescipt of evidenced by	which is herek
the roos	a mur	icipal corporation	00 2012	
1909Tbr Ot	all of which is	honot	or Mills Count	y, Texas
further conside	ration	hereby acknowledge aid City of Goldthwescribed subject to	ed and confessed	* and +1
Drows -	ration of the s	aid City of Goldthy	to delicate the second	and the
promises hereir	conveyed and a	and City of Goldthwescribed subject to	alte taking the	land and
works Mon by	SIGNED TESTED OF	escribed subject to	the reservote	学 居
acornes her hotes beari	ng Para Transfer of	angan sayo? aywadi	10001.08 CTO	n of pos-
A. L. Gray Property Principal	ond interior	act non conserve due	유명을 가입하는 이 경우 아이는 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그 그	2.30
be added to the amount	then owing thereon as	Test per annum from date, until / Coldthwaite, Mills County, from maturity thereof until / pt/of/principal/or interest the of them/and/each/of/said/no stallment owing thereon, when ght thereon, then/an/anditionlection fees.	due, and the same is	dault is made
	a oper Age TOU OI.	A nonti in a		
deed:	Tand nere	nafter set forth a	nd contained in	14 A
to String of			The vector manifestation	CHIS
	The state of the state of	BUILD ABOUT THE REAL PROPERTY.	TAXA	
THE SELECTION OF THE PARTY		everge de refuébli		to hour.
	a don 480, 1º 6	AND THE RESERVE THE SERVE		No.
1. William E.	of the age of His	oxenar of ALLA parms		
	en a point tel	ng amage like Seet	Edn 126-97	
W.	which are sent to the sent of	AND		¥
	At hearth at a	277.2048 112.102	tre Byerreed mix	
OTO CITATION			PATE OF COURSE OF THE PATE OF	
CT Destruction, Sold and Co		esents do Grant, Sell and Conv	2.1	
ract or parcel of Tu	nicipal corporat	esents do Grant, Sell and Conv	rey unto the said	
o-wit:	l lying and being situal	esents do Grant, Sell and Conv Sion of the County of Mills a sed in Mills County, Texas, an	and State of Texas, all th	at certain
Countries In Vo	ontin of tests as	, LUAGO, 811	d known and described	as follows,
orth blicague t	re within delication	g Safe wastersky This	CORP Grendy	
PRESE VIVE NO S	pr Frank Sty Re-	Puried that saintain	AND STATE OF STATE	
	Min wieb des 1891	Than of the sale	3. Karthadham Karasanta	
	190 11	3		

 170 acres of land, more or less, out of Blocks Numbers Forty eight (48), Forty Nine (49), Forty Three (43), and Forty Two (42), of CALDWELL COUNTY SCHOOL LAND SURVEY NO. ONE, in Mills County, Texas, described by metes and bounds as follows:-

BEGINNING on the North side of the Goldthwaite and Regency Public Road, for the Southeast Corner of this tract and the Southwest corner of the Lochaby 70 acre tract;

THENCE with the North side of said road at 747 vrs passing the Southeast Corner of a 100 acre tract, going in all 1275 varas to the original Southwest corner of said 100 acre tract, for the Southwest corner of this tract;

THENCE North with fence, as it now stands, a point in said fence line, for corner, the se 752.7 vrs to the same being the Northwest corner of this 170 acre tract;

THENCE East 1275 varas to a point in the West line of the said 70 acre Lochaby tract for corner, the same being the Northeast corner of this 170 acre tract;

THENCE South with the West line of the said Lochaby tract, 752.7 vrs to the PLACE OF BEGINNING, and being the same land and premises as that described and conveyed in a deed dated Nov. 28, 1942, from Mrs. Pearl McClary, a widow, to Harry Palmer, recorded in Volume 88 page 435 of the deed records of Mills County, Texas,

L-E-S-S: HOWEVER, A PARCEL OF LAND along and adjacent to and inside the R.O.W. Lines of F.M. Highway No. 5 7 4, of variable width, and 3552 Feet in Length, as surveyed, staked and platted by the TEXAS STATE HIGHWAY DEPARTMENT.

BEGINNING at a point being Center line Station 126+13

F M Highway 574 for the S E Corner of this parcel;
THENCE S 89 deg -23' W, 875.9 feet, on and with said Center
line to Station 134+88.9 said Station on 134+88.9 being the angle poin

line to Station 134+88.9 said Station on 134+88.9 being the angle poin of an angle point of angle of 0 deg -09 min to the left;

THENCE S 89 degs -14! W, 2676 feet on and with said Center line to Station 161+65 for the W Corner of this parcel;

THENCE N 0 deg -46! W, 30 feet to a point in the West property line of the Harry Palmer tract of land for the N W Cor of this parcel;

THENCE N 89 deg -14! E 2676.1 feet on and with a line that is parallel to and 30 feet from Center line of F M Hwy 574 to a point, said point being N 0 deg 46! W 30 feet from Center line station 134+88.9;

THENCE N 89 deg -23 E 875.9 feet on and with a line that is parallel to and 30 feet from the Center line of F M Hwy 574 to

parallel to and 30 feet from the center line of F M Mwy 374 to a point for the N E Cor of this parcel;

THENCE S O deg -37' E 30 feet to the POINT OF BEGINNING, and containing 2.55 ACRES OF LAND, MORE OR LESS, OF WHICH 0.92 acres is in R.O.W. of the PRESENT COUNTY ROAD, LEAVING 1.65 acres conveyed by deed from Harry Palmer and wife to the STATE OF TEXAS dated Nov. 21,1946, recorded in Volume 78 page 92, of the deed records of Mills County, Texas.

THERE IS RESERVED AND EXCEPTED FROM THIS CONVEYANCE: AN UNDIT

THERE IS RESERVED AND EXCEPTED FROM THIS CONVEYANCE: ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS IN, ON AND UNDER THE LAND AND PREMISES HEREINABOVE DESCRIBED, RESERVED BY MRS. AN UNDIVIDED PEARL MCCLARY IN THE ABOVE MENTIONED DEED.

(The above land and premises being the same as conveyed by Harry Palmer and wife to J.J. and J.M. Nixon in a deed recorded in Volume 105 page 146, deed records Mills County, Texas, and in a deed from J.J. Nixon, a widower, to J.M. NIXON dated Jan. 19th, 1966, recorded in Volume 129 page 201, deed records of Mills County, Texas)

A CERTIFIED COPY BEULAH L ROBERTS, County/District Clerk Milis County, Texas 2/ (Being the same land and premises as conveyed by J.M. NIKON and wife EVA NIXON to EDGAR McGUIRE & wife HELEN McGUIRE, in a deed dated May 31, 1968, recorded in Volume 131 page 515 of the deed records of Mills County, Texas, to which said deed and the record thereof reference is here made for all legal purposes)

The grantors herein expressly reserve the right to use the residence on said above described land as their home until June 1, 1973 at which time said grantors agree to deliver peaceable possession thereof to the grantee herein; the grantors also reserve the remainder of said land and premises hereinabove described and hereby conveyed, for thirty days from the date of the delivery of this deed, at the end of such 30 day period the grantors agree to deliver possession of that part of said land reserved for such 30 day period of time to the said grantee herein peaceably.

To Have and to Hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said CITY OF GOLDTHWAITE, a municipal corporation, its successors and tion, its successors and and assigns forever. And WO do hereby bind OUTSELVES, OUR administrators to Warrant and forever Defend, all and singular, the said premises unto the said heirs, executors and CITY OF GOLDTHWAITE, a municipal corporation, is successors

beirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. ///But it is expressly agreed and simulated that the Vendor's Lien is retained against the higher described property, premises and improvements until the above described note / and all interest thereon are fully paid according to // lace and tener; effect and reading when this deed shall become absolute/

day of DECEMBER, · WITNESS our hand S len 70)9 Helen McGuire O-WHE STATE OF TEXAS

COUNTY OF MILLS

Before me, the undersigned authority, on this day personally appeared

A. D. 19 72.

o me to be the person whose name 1S subscribed to the foregoing instrument and acknowledged to me ... /executed the same for the purposes and consideration therein expressed. known to me to be the person that he executed the

Given under my hand and seal of office this A. D. 19 72. day of December Mla May Notary Public, Mills County, Texas. SEAL. Ollie Lee May Alin.

HE STATE OF TEXAS COUNTY OF MILLS

Before me, the undersigned authority, on this day personally appeared

Helen McGuire

A. D. 19 72. day of December Given under my hand and seal of office, this 4th Lee May Notary Public, Mills County, Pexas. Ollie Lee May A COUR

Filed for record the 4th day of December, A.D. 1972, at 3:15 P.M.

Recorded the 4th day of December, A.D. 1972, at 3:30 P.M.

2000 Natur 6.1 BEULAH L. ROBERTS, County/District Clerk County Clerk, Mills County, Texas. Mills County, Texas

BLR

Date: March 16, 1996

Grantor: KURT S. SINGLETON;

BONNIE SINGLETON DAVIS;

PEGGIE SINGLETON RIPLEY;

BETTY SINGLETON VESSELS; and

MELBA JO SINGLETON STACY

Grantor's Mailing Address (including county):

KURT S. SINGLETON
1000 Hwy 377
P. O. Box 63
Blanket, Texas 76432
Brown County

BONNIE SINGLETON DAVIS RT, 1, BOX 257 Mullin, Texas 76864 Mills County

PEGGIE SINGLETON RIPLEY RT, 2, BOX 77 McGregor, Texas 76657 McLennan County

BETTY SINGLETON VESSELS 105 North 31st Street Gatesville, Texas 76528 Coryell County

MELBA JO SINGLETON STACY P. O. Box 548 Goldthwaite, Texas Mills County

FURT E. SINGLETON

1000 Hay 377

P. O. So. 63

Brows County

Brows County

Wight, Texas 7636

RT, I. ROX 237

PEOCIE SINGLETON RIPLEY

RI, 2780X 77

RI, 2780X 77

McGregor, Texas 76657

Wellephon County

Vallephon County

Ostewille, Texas 76557

RISS North 313 Street

1005 North 313 Street

Gatewille, Texas 76557

Grantee: NOBLE LEE SINGLETON, as his sole and separate property and estate

Grantee's Mailing Address (including County):

NOBLE LEE SINGLETON
P. O. Box 116
Mullin, Texas 76864
Mills County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable

Grantee, and the receipt of all of which is hereby acknowledged, and for the payment of which no lien, either express, or implied, is hereby retained.

Property (including any improvements):

Being all of Grantors' right, title and interest, which Grantor's warrant to be not less than an undivided 5/6th interest in and to:

16.860 acres of land, more or less, situated in Mills County, Texas, and being 15.21 acres out of the NE 1/4 OF SECTION 6, T. & N. O. RAILROAD COMPANY, patented to J. F. DUNCAN, ABSTRACT NUMBER 202, and the remaining 1.65 acres is out of the SECTION 5, T. & N. O. RAILROAD COMPANY SURVEY, ABSTRACT NUMBER 667, and being part of the land that is described in a deed from E. T. Singleton to Ferrell Lafon Singleton and Gladys Estelletta Singleton, recorded in Volume 141 at Page 380, Deed Records of Mills County, Texas, and being part of a 101.22 acre tract of land, surveyed by Thomas B. King, on May 5, 1980, Plat recorded in Volume 162 at Page 213, said Deed Records, and further described as follows;

BEGINNING, at a ½ inch iron rod set in a fence on the East line of said 101.22 acre tract, and being in the West line of a 37.144 acre tract of land that is described in a deed to Julious Lee Singleton, et ux, recorded in Volume 141 at Page 907, said Deed Records, and being in the East line of said Duncan Survey and the West line of the Charles Giesecke Survey 19, A-280, from which a ½ inch iron rod set in a fence corner at the Southwest corner of said Survey 19 bears \$ 00 degrees 24' 03 " W 1 153.04 feet, for the Southeast corner of this tract;

THENCE, S 67 degrees 02' 58" W 856.98 feet, crossing said 101.22 acre tract, to a ½ inch iron rod set at the Northeast corner of an 8.348 acre tract of land that is described in a deed to Kurt S. Singleton, et al, recorded in Volume 162 at Page 804, said Deed Records, for a corner of this tract;

THENCE, with the dim remains of a very old fence line along the North line of said 8.348 acre tract, as follows, N 64 degrees 44' 43" W 247.61 feet, to a nail found in a 28 inch Live Oak tree and N 52 degrees 10' 49" W 30.49 feet, to a ½ inch iron rod set in the Southeast Right of Way line of FM Highway 573, for a corner of this tract;

THENCE, with said Right of Way line as follows, with the Arc of a curve to the Left that

A CERTIFIED COPY
Attest: 7 209
BEULAH L. ROBERTS, County/District
Mills County, Texas

By BLU

has a Radius of 2452.25 feet, an Arc distance of 603.66 feet, and subtended by a chord of N 34 degrees 21' 46" E 602.13 feet, to a ½ h iron rod set, N 27 degrees 18' 38" E 212.80 feet, to a ½ inch iron rod set, with the arc of a curve to the Right that has a Radius of 1135.70 feet, an Arc distance of 743.29 feet, and subtended by a chord of N 46 degrees 03' 35" E 730.09 feet, to a ½ inch iron rod set, and N 64 degrees 48' 33 " E 89.98 feet, to a ½ inch iron rod set, and being in the East line of said Section 5 and the West line of said Survey 19, for the Northeast corner of this tract;

THENCE, S 00 degrees 24' 03 " W 1021.48 feet, with the East line of said Section 5 and Section 6, and the West line of said Survey 19, part way with a fence, to the point of beginning and containing 16.860 acres of land, as surveyed by Roy Pfingsten, Registered Professional Land Surveyor No. 4405 of Texas-Survey dated December 11, 1995.

Reservations From and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes; and subsequent assessments for the current and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

No Grantor herein is joined by a spouse because the herein conveyed real property is now and always has been the sole and separate property and estate of the Grantors and forms no part of any property owned used or claimed by any Grantor and their spouse as his or her

A CERTIFIED COPY
Attest: 2007
BEULAH L. ROBERTS, County/District Clerk
Mills County, Texas
By Deput

homestead. The said Kurt S. Single and Bonnie Singleton Davis are both single persons on the date this Deed is signed by them. The other Grantors, Peggie Singleton Ripley, Betty Singleton Vessels and Melba Jo Singleton Stacy are married, but are dealing in their sole and separate property and estates.

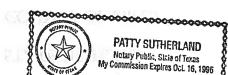
When the context requires, singular nouns and pronouns include the plural.

ACKNOWLEDGMENT Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF MILLS

This instrument was acknowledged before me on 163 SINGLETON.



ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF MILLS

This instrument was acknowledged before me on March 16, 1996, by BONNIE SINGLETON DAVIS.



Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

§

COUNTY OF MILLS

This instrument was acknowledged before me on March 16, 1996, by PEGGIE SINGLETON RIPLEY.



Notary Public, State of Texas

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF MILLS

This instrument was acknowledged before me on Mach 16, 1996, by BETTY SINGLETON VESSELS.



Notary Public, State of

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF MILLS

THIS instrument was acknowledged before me on March / 6th, 1996, by Melba Jo Singleton Stacy.



Notary Public, State of Texas

AFTER RECORDING RETURN TO: Gilliam, Cockrum & Duren P. O. Box 160

Goldthwaite, Texas 76844

led for record the 18th day of March, A.D. 1996, at 11:00 A.M. Recorded the 18th day of March, A.D. 1996, at 4:45 P.M.

County Clerk, Mills County, Texas

